

CONTESTANT'S CONTRACT WITH
MISS FARMINGTON SCHOLARSHIP PAGEANT

LEADING INTO 2015 MISS UTAH FINALS

I _____ hereby apply for entry as a contestant in the Miss Farmington Scholarship Pageant ("Pageant"), a duly authorized Local Pageant in the Miss America Pageant system, for the title of Miss Farmington, and for a pageant scholarship, sponsored by the pageant, the finals of which are to be conducted in Farmington during May of 2014, and do hereby make the following statements and representations:

I hereby attest that:

I am a citizen of the United States of America and reside at _____ in the city of Farmington and that: (1) I have been a resident of such City for at least six (6) months preceding the date of the Local Pageant in which I wish to compete; or that (2) I am presently a bona fide registered full-time student at _____ college or _____ University located in the city in which I wish to compete; I will maintain one or more of the eligibility requirements to compete in the Pageant through my competition in the finals of the State and National Pageant; I have never been married, I am or will be on July 30th of the year in which I am eligible to compete a graduate of high school and can or will be able to produce my diploma as proof thereof upon request or have or will have successfully completed the G. E. D. testing program for high school equivalency and can or will produce proof thereof upon request or have or will have successfully completed the academic requirements for entry into a four year college/degree program; I have always been a female; I will be no older than 24 years of age on December 30th of the previous year in which I intend to compete in the National Finals of the Miss America Pageant (and, if for a Local Pageant, that I will be at least age 17 on the date of the first preliminary competition of Local Pageant); I am of good moral character and have never been pregnant and am not now pregnant, and have not been involved at any time in any act of moral turpitude; I have never been convicted of any crime and do not have any criminal charge pending against me; I never performed any act or engaged in any activity which is or could be characterized as dishonest, immoral, indecent or in bad taste; I am in reasonable good health and can to the best of my knowledge, participate fully and without limitation in any Pageant activities and do hereby covenant to submit to the Pageant upon its request any hospital which and/or doctor who ever treated me to send any medical information pertaining to me to the Pageant at its request; { I have not within three (3) months prior to the date of the Finals of the pageant authorized any person, firm, or corporation to use my name, photograph, picture or present or future title in connection with an endorsement to advertise any commercial product}; I am not under contract to any person, firm, or corporation in respect to my present title, nor have I made any commitments for the future; I have no legal obligations that would prevent my participation and appearance in the Finals of the Pageant or the National Finals of the Miss America Pageant or compliance with the terms and conditions hereafter set forth; I am not currently holding a title in a local pageant in the Miss America Pageant System; and I further attest that I have never been a State Finalist who competed in the National Finals of the Miss America Pageant.

In consideration of my admission as a contestant in the forthcoming Pageant, including my right to compete for and, if successful, to participate in the grant of scholarships, I do hereby agree as follows:

1. I agree that I may only compete in one (1) State Final leading into the National Finals of the 2015 Miss America Pageant and can only hold one title at a time.
2. I agree to participate in a series of events leading up to the final selection of "Miss Farmington 2014" which event will commence on a date to be determined by the Pageant, and to abide by, and be bound by the rules and regulations governing the Finals of the Pageant, and the National Finals of the Miss America Pageant, and the awarding of scholarships in accordance with the Rules and Regulations of the Pageant. Participation in the Finals of the Pageant shall be understood to include all public appearances required of me by Pageant officials including, but not limited to my appearance and/or participation in television and radio broadcasts, personal appearances, interviews, still photos, video and audio tapes or motion picture film of all or any part of the events associated with the Finals, and do hereby authorize the Pageant and anyone duly licensed or authorized by it to televise, photograph, broadcast and/or make radio, television, video and audio tapes or motion picture recordings of me individually or in a group and to use or reuse such photographs, recordings, video tapes, audio tapes or motion picture films in all mediums throughout the world and to use my name, likeness and/or physical depiction for any purpose in perpetuity, in an unedited or edited manner or fashion as the Pageant, in its sole discretion shall determine. All photographs, tapes and films made of me for trade, advertising and any other purpose or purposes as a participant at the Pageant, including, but not limited to, the events leading up to the selection of 'Miss Farmington 2014',

such as interviews, rehearsals and publicity events, either individually or as a member of a group and my name, likeness and or physical depiction when identified with the Pageant shall, as between me and the Pageant, be the sole and exclusive property of the Pageant. This provision shall specifically survive termination of this Contestant's Contract.

3. I agree that the manner and the method of conducting the Finals of the Pageant shall be in the sole discretion of the Pageant, and I further agree that the time, method and manner of judging the Finals of the Pageant shall be within the sole discretion of the Pageant, and that the decision of the persons designated to judge the various events in any and all matters pertaining to the selection of the winners shall be final.
4. I understand that sponsorship contributions will be provided by certain companies to the Pageant and the Miss America Pageant, and I agree that at no time during the period I hold the title of Miss Farmington 2014, will I endorse or permit my name or likeness to be used in connection with the endorsement or advertisement of any products or services competitive to any of the products or services of the companies that made said sponsorship contributions or the licenses of the Miss America Organization except with the consent, in writing, of the Pageant and/or Miss America Pageant.
5. If I shall be selected as the winner and holder of the title of Miss Farmington 2014, I attest and agree that, during the entire period of my reign, I will not associate with, in any way, nor will I be, nor will I become, either directly or indirectly as a contestant or participant in any other state, local, national or international competition, including the preliminary competition of same, of a nature similar to the Finals of the Miss America Pageant. I further agree that my failure to perform the above agreement shall, at the option of the Pageant, terminate my present title and bar me from the Pageant, and further, I understand that I may be required, in such event, to forfeit all prizes, awards and perquisites from whomsoever granted or received.
6. I recognize that the title Miss Farmington and Miss Farmington Pageant and the name and designation Miss America and Miss America Pageant are the property of the Miss America Pageant and I agree never to use, or to authorize others to use, the words Miss Farmington or Miss Farmington Pageant, Miss America or Miss America in association with my name, my person, or my likeness in any way which might harm the Pageant or the Miss America Pageant. If the Pageant notifies me that any such use of the words or titles designated above by me, or with my authorization is, in their judgment, likely to harm the Pageant and/or the Miss America Pageant, I will immediately discontinue such use.
7. If I am selected Miss Farmington 2014:
 - (a) I will serve as Miss Farmington 2014 until my successor is selected or appointed.
 - (b) I irrevocably constitute and appoint the Pageant, commencing at the time I am crowned until the time I relinquish that crown, as my sole and exclusive agent, representative and attorney in fact:
 - (1) to act for me and in my interests throughout the world for the making of all press releases and statements to the press;
 - (2) to sign, make, execute and deliver all contracts in my name in connection with my business or other affairs as Miss Farmington 2014, whether they be contracts for my performance (whether for theatrical, artistic, or commercial engagements), appearance or otherwise and to do and perform all necessary things in the execution and prosecution of the aforesaid in as full and ample manner as I might do if personally present;
 - (3) with respect to contracts entered into during my reign which bind me after my reign terminates, to consent to the same should I wish to be bound by any such contracts;
 - (4) to collect and receive for and on my behalf all proceeds, monies or other compensations due or to become due to me by reason of any performance, service, engagement or contract;
 - (c) It is understood that I am and will remain an independent contractor with respect to my relationship with the Pageant and am not an employee thereof; that the provisions of Paragraph 7(b) are only intended to permit the Pageant to act in my place and stead with respect to the contracts and arrangements described therein as a matter of convenience and organization but not for the purposes of directing my performance or controlling my activities as if I were an employee.
 - (d) The Pageant shall have the right to choose and designate my chaperone and traveling companion, if any, during the year commencing at the time I am crowned.
 - (e) I will make myself available for such personal appearances, interviews, testimonials, endorsements, ribbon cuttings, parades, filming, tapings, photographic and recording sessions and such other and various commitments and events that the Pageant has made and will make for me.
 - (f) I will travel on whatever mode of public or private conveyance that the Pageant or its sponsors shall select or provide including travel by air (by commercial or private carriers including fixed wing planes and helicopters), rail, automobile/bus/van or by boat or ship.

- (g) I will permit my name, photographs, pictures, endorsement rights and my title as Miss Farmington 2014 to be used by such persons, firms or corporations as may be approved and selected by the Pageant or the Miss America Pageant and will abide by the terms and conditions of any agreement between the Pageant and such persons, firms or corporations regarding my services for advertising and promotional uses.
 - (h) At the request of the Pageant, I agree to become a member of such unions or guilds as may be necessary in order to appear as a variety artist or for fashion purposes in any film, tape or recorded radio or television product, commercials, motion pictures, photographic sessions or personal appearances.
 - (i) I agree that my services are extraordinary and unique and that there is no adequate remedy at law for a breach of this contract by me, and in the event of such a breach or attempted or threatened breach, the Pageant will be entitled to equitable relief by way of injunction or otherwise.
 - (j) I understand that the Pageant has had to make certain contracts and commitments in advance of the final selection. Such commitments and contracts shall be binding upon me and I will do my utmost to carry out such contracts.
 - (k) I will get approval of all types of preparation for the Miss Utah competition including but not limited to interview practice, wardrobe consultation, talent preparation, makeup and hair. For the avoidance of doubt, this means that the Pageant Directors and City Officials must approve of all individuals who assist in the preparations for the Miss Utah Pageant before any consultations occur.
 - (l) Once per week beginning the week I am crowned Miss Farmington 2014, I will participate in an act of service relating to my stated platform. I, with my Pageant Directors, will document this weekly service.
 - (m) I will become a member of such local, state, and national organizations as are available for the furtherance of my platform and service and be responsible for any dues or costs associated with that membership.
 - (n) I agree that after the conclusion of my reign as Miss Farmington 2014, I will not make public appearances wearing my crown nor will I make public appearances as Miss Farmington 2014 or Former Miss Farmington for the purpose of advertising or endorsing any product, person or service unless pre-approved by the Pageant.
8. If any of the representations and warranties made by me in this contract including the Fact Sheet attached as Exhibit "A" are false or if I am selected Miss Farmington 2014 and engage in any of the acts or activities involved in the attestation paragraph on page 1 of this contract during the year of my reign or I otherwise fail to conduct myself in a manner, which in the opinion of the Pageant, does not uphold and maintain the dignity and honor of the title of Miss Farmington, or if I suffer any disability which in the sole and exclusive judgment of the Pageant or City of Farmington impairs my ability to perform the duties expected of me as Miss Farmington 2014, then I understand and agree to relinquish to the Pageant my right to the title of Miss Farmington 2014 and all awards, prizes and perquisites pertaining thereto, and my successor will receive all of the benefits to which I would otherwise have been entitled.
9. In the event that I marry during the period between the date of the Contract and the selection of Miss Farmington 2014, I shall forfeit my right to participate in the Pageant Finals; and if I am selected Miss Farmington 2014 and marry prior to the time my successor is chosen and crowned before I compete in the Miss Utah 2014 Pageant, the Pageant may, at its discretion and at its option, forfeit my title of Miss Farmington 2014 and may also forfeit all prizes, awards and perquisites, or both or either, and in such event, the first runner-up may also forfeit all prizes, awards and perquisites, or both or either, and in such event, the first runner-up may be declared my successor.
10. If I am selected as first, second, third, or fourth runner-up to the title of Miss Farmington 2014, I agree to be available to succeed to all of the rights and to assume all of the duties and obligations of Miss Farmington 2014, as set forth herein, if for any reason the original Miss Farmington 2014 or the prior runners-up are unable or ineligible to act as Miss Farmington 2014. I also agree that if I am chosen a runner-up, any scholarship I am to be awarded will be done so at the 2015 Pageant and I must remain eligible until that date to receive said scholarship.
11. If I am selected as Miss Farmington or an attendant, I understand that I am not an employee of the Pageant or of the City of Farmington and that I am responsible for my own insurance coverage during that time that I will be representing the Pageant or cities. This includes all appearances made during my year as Miss Farmington or an attendant and during my participation of the Miss Utah Pageant.
12. If I am not the winner of the title of Miss Farmington 2014 but am the recipient of a Pageant scholarship, I will permit my name, likeness, photographs, pictures, physical depiction, endorsement rights, and my title to be used by said scholarship contributors, licensees and national advertisers approved by the Pageant; (and during the year of my reign as Miss Farmington 2014 I will not give any printed, written, photographic, televised, radio, or other endorsements of any product competitive to those products manufactured, processed or sold by the scholarship contributors or national advertisers approved by the Pageant or the Miss America Pageant.)
13. All Photographs, video tapes, audio tapes, motion picture films, or other recordings or reproductions made of me, be they "still" or "live" as a contestant in the 2014 Pageant, or as a participant in the events leading up to the selection of Miss

Farmington 2014 including, but not limited to, interviews, rehearsals and publicity events, either individually or as a member of a group, in connection with the 2014 Pageant, are, shall be, become and remain property of the Pageant and City of Farmington in perpetuity and some may be used and re-used by it, or anyone designated by it in writing, for publicity, advertising or any other proper use.

14. This Contract shall solely and exclusively determine many rights, privileges, and responsibilities to the Pageant and no oral or other written statement shall be binding upon the Pageant or me. Should any provision of this Contract be void or unenforceable, such provision shall be deemed omitted and this Contract, with such provision omitted, shall remain in full force and effect.
15. Any controversy or claim arising out of or relating to this Contract or the breach thereof, shall be settled by arbitration in the state in which I competed in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof; provided, however, that this paragraph shall not in any way affect the rights of the Pageant to seek injunctive relief in the event of any breach or attempted breach of this agreement.
16. I understand that the grant of scholarships is subject to the terms and conditions of the scholarship Rules and Regulations attached hereto as Exhibit "B" and by signing the Contract, agree to be bound by such Rules and Regulations. Notwithstanding anything on Exhibit "B" to the contrary. I understand that all scholarships, which I may be awarded, will be forfeited in the event I breach this Contract or fail to perform any duties that I may have as Miss Farmington 2014 or an attendant to Miss Farmington, Miss Utah or Miss America.
17. The fact sheet attached as Exhibit "A" to this Contract has been fully and accurately completed and I will provide such documentation, as the Pageant shall request, to substantiate the statements set forth in the fact sheet.
18. The terms and conditions of this Agreement shall be automatically assigned to any successor franchisee of the Pageant effective upon the designation of such successor franchisee, if any.

IN WITNESS THEREOF, I have hereunto set my hand and seal this ____ day of _____, 20____.

Legal Signature of Contestant

AFFIDAVIT

STATE OF UTAH :
 :SS
COUNTY OF DAVIS :

_____, of full age, being duly sworn on her Oath according to law,
(Name of Contestant)
deposes and says:
The statements made in this Contract are true to the best of my knowledge, information, and belief.

Legal Signature of Contestant

Sworn to and subscribed before me on
This ____ day of _____, 20____.

_____, Notary Public.

PARENTAL CONSENT FORM

(TO BE COMPLETED BY THE PARENTS OR GUARDIANS OF **ANY CONTESTANT WHO IS UNDER THE AGE OF 21** YEARS ON THE DATE OF SIGNING OF THIS AGREEMENT.)

We, the undersigned, the parents and natural guardians (or the duly appointed, qualified and acting legal guardians, of _____, the foregoing entrant, do hereby consent and agree to all the terms and provisions of the foregoing contract and the agreements therein contained on behalf of ourselves, individually and as the guardians of said entrant. We do further agree that we have not heretofore authorized any person, firm, or corporation to use the name, photograph, picture of present or future title, in conjunction with an endorsement or child, or ward, nor will we do so other than in accord with the terms and provisions of the foregoing contract.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

WITNESS:

Signature of Parent or Guardian

WITNESS:

Signature of Parent or Guardian

AFFIDAVIT

STATE OF UTAH :
:SS
COUNTY OF DAVIS :

We, the parents and natural guardians (or the duly appointed, qualified and acting legal guardians) of _____, state that the information and statements made in the foregoing contract are true to the best of our knowledge, information and belief.

Sworn to and Subscribed
Before me on this ____ day
Of _____, 20__.

Notary Public

Signature of Parent or Guardian

Signature of Parent or Guardian

EXHIBIT "A"

CONTESTANT FACT SHEET

Contestant Name: _____ Date of Birth: ____/____/____

Phone Number: _____ SS#: _____

Permanent Address: _____

City: _____ State: _____ Zip Code: _____

School (attending): _____

Email Address: _____

Parent's Names: _____

Talent: _____

Platform Issue: _____

EXHIBIT "B"

MISS FARMINGTON SCHOLARSHIP PAGEANT OFFICIAL RULES AND REGULATIONS

1. A contestant must be single and never have been married, nor had a marriage annulled, and be of good moral character. She must not have been convicted of any crime.
2. A contestant must be 17 years of age at the time of the Miss Farmington Pageant in which she is competing; at least a junior in High School by June 30th of the same year; and no older than 24 years of age on December 30 of the year in which she would be competing in the National Finals of the Miss America Pageant.
3. A contestant must be a citizen of the United States and must have been a resident of Farmington for the past six months.
4. A contestant may be either amateur or professional.
5. A contestant must possess and display her talent live, and not by way of motion picture film or audio recording. This requirement does not apply to vocal or instrumental recordings used in conjunction with her live presentation. This talent may be singing, dancing, playing a musical instrument, dramatic or comedic reading, etc. The talent should not exceed 90 seconds or the judges will be notified and the contestant may be penalized.
6. Contestants agree that the time, manner, and methods of judging shall be solely within the discretion of the pageant committee and the decision of the judges shall be final.
7. A contestant must agree to abide by the rules of the local, state, and national Miss America Scholarship Pageants as now in effect or as may be announced hereafter.
8. A contestant must attend all production rehearsals and make good effort to attend all workshops as outlined in the calendar. There will be 5-7 workshops and 4-5 rehearsals. A "three strikes-out" policy may be enforced on a case by case basis. If a contestant misses more than two rehearsals she may be eliminated from competition, depending on the situation, and an alternate, if available, may be asked take her place. Special consideration will be given to contestants who are away at college or may have school conflicts.
9. In the event that a contestant attains the title of Miss Farmington, 1st Attendant or 2nd Attendant, she must agree to participate in local events and serve in capacities local officials deem necessary. **Miss Farmington and her attendants must be available for all summer parades and activities and are required to participate in and represent the City in Festival Days** and at other events as reasonably requested by the Pageant Directors or City Officials. Missing events will result in forfeiting all or part of the awarded scholarship money. The required events will be as follows:
 - a) Festival Days July 7-12, 2014 (All three members of the royalty must be at all events this week, 0 tolerance)
 - b) Miss Farmington's Halloween Event October 24, 2014
 - c) Miss Utah Fall Workshop typically 2nd or 3rd Saturday in November 2014 (Miss Farmington only)
 - d) Christmas With Santa December 13, 2014
 - e) Storytelling Festival January 17, 2015
 - f) Farmington's Got Talent March 7, 2015
 - g) Miss Utah Spring Workshop typically 3rd or 4th Saturday in March 2015 (Miss Farmington only)
 - h) East Egg Hunt April 4, 2015
 - i) Miss Farmington Pageant week May 11-16, 2015
 - j) Additional requirements may be added, however ample notice will be provided in order to meet a requirement

The above dates are subject to change. In the event a date is changed the appearance will still be required however reasonable notice will be given so that the members of the royalty can adjust their schedule accordingly.
10. In the event that Miss Farmington, an attendant, or non-finalist scholarship recipient is found in violation of the Contestant's Contract or the Official Rules and Regulations, all scholarship monies and awards will be forfeited. This includes the crown awarded to Miss Farmington.

11. Royalty scholarships (Miss Farmington, 1st and 2nd Attendant) will be awarded at the Miss Farmington Scholarship Pageant which follows each winner's year of service and a successor is named. The scholarship will expire one (1) year after the pageant award was made available. This rule applies directly to any and all attendants. All requirements must be met in order to redeem the full scholarship. . Scholarships may be pro-rated due to lack of fulfillment. The decision shall be at the discretion of the pageant directors, and city officials in the event that a scholarship is pro-rated or revoked.
12. Special scholarships (Community Service, Essay, Queen of the Heart and Miracle Maker) will be awarded at the Miss Farmington Pageant the night the award was received and expire one (1) year after the pageant award was made available.
13. Scholarships will be expended on behalf of full-time students (with a minimum of 12 semester units) who are enrolled in an accredited college or university, or part-time students (minimum of 6 semester units) enrolled in an accredited college or university if also employed at least 20 hours per week (recipient must provide proof of employment).
14. Requests for scholarship funds when attending a school other than an accredited academic university or college will be contingent upon the approval of the Pageant Director and city appointed official. They will only be considered if the instruction is undertaken in conjunction with an academic program and the vocational special training was clearly identified on the contestant's fact sheet as an intended vocation. The scholarship funds will not be awarded if you ask for funds to more than one vocational school or if it is for anything other than tuition at the institution.
15. Requests for scholarships are processed within 30 days after the following items have been completed and received: "Request for Scholarship" form (to be included with contestant's packet), original billing statement from the school and a registration certificate from the school.
16. Scholarship checks will be made payable to the college or university The educational institution receiving these funds will be advised that if any scholarship monies are refunded, for any reason, those amounts should be refunded to the city of Farmington and not to the recipient directly.
17. Scholarships are to be used for the contestant winner only. They cannot be used on behalf of the contestant's future spouse, family members, or friends.
18. All requests for scholarship monies must be made within one year of the release of said monies. After that time, the winners of scholarship monies relinquish all rights to said monies.
19. Forfeited scholarships will remain in the scholarship account for future awards.
20. All awards, distributions of funds or exceptions to policy are subject to the sole discretion of the Pageant Directors and City Officials.

I have read and fully understand the "Rules and Regulations of the "Miss Farmington Scholarship Pageant" and do hereby agree to abide by them.

Signature of Applicant

Date

Signature of Parent or Guardian

Date

EXHIBIT "C"

CONTESTANT'S RELEASE AND INDEMNITY AGREEMENT

I, _____, a contestant in the Miss Farmington Scholarship Pageant do hereby knowingly and voluntarily release the above-referenced pageant, the Miss Utah Scholarship Pageant, and the Miss America Pageant, their Officers, Directors, trustees, Judges and employees and any other person, firm, individual or corporation chargeable with responsibility or liability, their heirs, administrators, executors, successors, and assigns from and against any and all claims, lawsuits, demands, damages, loss of services, actions, and causes of action based upon, arising out of, or in any way related to any honors, rights or awards, there-by, any negligent employees or licensees in connection with any honors or awards bestowed at said pageants. Further, I do hereby agree to exonerate, hold harmless and indemnify said pageants listed above from any and all claims that I or my representative may have against said pageants, past, present, or future in connection with such honors, rights and awards. Such indemnification to include any and all fees (including reasonable attorney's fees), costs and other expenses reasonable incurred by or on behalf of the above-referenced pageants and investigation of or defense against any such claims, lawsuits, demands, action or causes of action.

I have had full and adequate opportunity to be thoroughly advised of the terms and conditions of this "Release and Indemnity Agreement" by counsel of my own choosing. I have also been afforded the opportunity to ask any and all questions that I have concerning this document and it's execution by me. I do fully understand the terms of this agreement and do intentionally and voluntarily agree to same.

Signature of Applicant

Date

Witness and Telephone Number

Date

Signature of Parent or Guardian

Date

NO CONTESTANT MAY COMPETE IN A MISS UTAH PRELIMINARY PAGEANT UNTIL THIS DOCUMENT IS SIGNED BEFORE A WITNESS.